

## General Terms and Conditions for INKOM Participation

Please note: This translation is provided for your reference only. The Dutch version is legally binding.

Version June 3, 2020

### Article 1 Definitions

1. INKOM: The general introduction week organised by Maastricht University for new or prospective students of Maastricht University and Zuyd University of Applied Sciences.
2. Organisation: Maastricht University and all people, committees and working groups (including the Workgroup INKOM) appointed by Maastricht University to organise the INKOM, under the responsibility of Maastricht University.
3. Workgroup INKOM: The working group appointed by Maastricht University which is primarily responsible for organising the INKOM, under the responsibility of Maastricht University.
4. Participant: A natural person, in principle a new or prospective student of Maastricht University or Zuyd University of Applied Sciences, who has signed up to take part in the INKOM.
5. Mentor: A senior student who has been assigned by the Organisation and/or the Workgroup INKOM to mentor Participants.
6. Event: Any activity organised by the Organisation in the context of the INKOM which is open to or accessible by Participants.
7. Visitors: Participants, Mentors, senior students and others who attend and/or participate in the Events.
8. Security services: The individuals and/or organisations responsible for security during the INKOM, including the police, fire department, security personnel, first aid responders, the Maastricht University safety and security manager and the INKOM safety and security manager.
9. Participating parties: Parties with which the Organisation has entered into an agreement for the benefit of the INKOM, such as student parties (including student and study associations), student sports clubs, fraternities and sororities, sponsors and partners.

### Article 2 Applicability of the General Terms and Conditions

1. These 'General Terms and Conditions for INKOM Participation' apply to Participants who participate in the INKOM.

### Article 3 Registration and participation in/access to INKOM and associated Events

1. After successfully registering and paying the registration fee through the medium designated by the Organisation, the Participant receives a Certificate of Registration in the form of a QR code.
2. Only on presentation of an original Certificate of Registration and a valid ID shall the Participant receive an INKOM wristband, which serves as an admission ticket.
3. Access to and participation in the INKOM and associated Events is only open to Participants wearing an intact, undamaged INKOM wristband. Additional admission fees shall be charged for certain Events with a limited capacity and entry may be denied when the maximum capacity has been reached. The Organisation may also require separate, prior registration for certain Events.

4. The INKOM wristband and the QR code issued following the purchase of a ticket for a particular Event through the medium designated by the Organisation serve as the admission ticket for Events.
5. During the INKOM and/or Events, Participants are required to wear the INKOM wristband and to display it at the request of the Organisation and/or security. Participants who refuse to do so can be denied entry to and/or participation in an Event.
6. The INKOM wristband also indicates the Participant's age category, indicated by the colour of the wristband and the stamp reading 18- or 18+.
7. The INKOM wristband is strictly personal and not transferable.
8. The INKOM wristband is valid only when worn on the right wrist.
9. Participants who commit fraud with and/or engage in wrongful use of the INKOM wristband shall be barred from the entire INKOM and associated Events.
10. If the INKOM wristband is damaged (i.e. it is no longer intact, the colour is no longer identifiable and/or the stamp is unreadable), it is no longer valid. Only if the damage was caused by circumstances outside the Participant's culpability (as determined by the Organisation) can the Participant, upon presentation of a valid ID and after returning the damaged but complete INKOM wristband, obtain a new wristband from the Central Post (Bonnevandenstraat 2) free of charge.
11. Under no circumstances can registration and/or admission tickets be returned or registration and/or entrance fees refunded.

#### Article 4 House rules for INKOM locations and Events

1. The house rules form an integral part of these General Terms and Conditions. Participants and Visitors who do not comply with these rules may be barred from the INKOM and associated Events and shall not be entitled to a refund of the registration or entrance fee, either in full or in part.
2. Visitors must be in possession of a valid ID and student card.
3. Visitors <18 years are not permitted to smoke tobacco products or to have such products in their possession.
4. Smoking is prohibited in the indoor locations. Smoking is only permitted in the designated areas.
5. Professional (digital) cameras, cameras with a lens >70 mm and video and/or audio equipment are not permitted.
6. In certain cases and at the discretion of the Organisation and/or Security, objects may be confiscated from and returned to Visitors upon leaving the location.
7. Alcohol, dangerous objects (weapons, fireworks, aerosol cans, sprays, cans, glassware, etc.) and food products are not permitted. These will be confiscated and handed over to the police and will not be returned.
8. Visitors <18 years may not consume alcohol or have alcoholic drinks in their possession. Those who do so shall be barred from the entire INKOM and shall not be entitled to a refund of the registration or entrance fee, either in full or in part.
9. The possession, sale and/or use of drugs of any kind is prohibited. Drugs will be confiscated and handed over to the police and will not be returned. Visitors who are found to be using or selling drugs or to have drugs in their possession shall be barred from the entire INKOM and shall not be entitled to a refund of the registration or entrance fee, either in full or in part.
10. Animals, pets or bicycles are not permitted on or in the location.
11. Visitors may be searched prior to or during the Event, or be subject to a superficial security body search. Visitors who do not cooperate shall be denied entry.
12. Visitors who do not comply with the instructions, commands and prohibitions of the Organisation and/or Security shall be denied entry.
13. Visitors who endanger public order and safety in any way shall be denied entry.

14. Visitors who wear e.g. clothing or outfits deemed by the Organisation to be offensive or undesirable shall be denied entry.
15. Visitors who engage in undesirable behaviour (bullying, sexual harassment, aggression and violence, threats, stalking, unequal treatment and discrimination) shall be denied entry.
16. Entry fees shall not be refunded if entry is denied.
17. Vehicles/bicycles must be parked in the designated places. Incorrectly parked vehicles/bicycles shall be removed. The Organisation is not liable for any form of damage cause by the removal of incorrectly placed vehicles/bicycles.
18. The Organisation is not liable for loss, damage and/or theft of property.
19. Climbing on equipment, installations or scaffolding is prohibited.
20. Visitors who damage property of the INKOM or its locations shall be held liable for the damage and costs incurred and reported to the police.
21. Entry to Event sites is at the Visitor's own risk. The Organisation cannot be held liable for any injury and/or material or immaterial damage, except in the case of intent, serious misconduct or gross negligence on the part of the Organisation.
22. Photos or videos in which Visitors appear may be displayed on an "open source" (internet, social media, etc.).
23. Unless otherwise agreed by the INKOM Working Group, the sale or promotion of services and/or products is prohibited on and in view of the INKOM locations.
24. Participants who do not correctly comply with measures imposed and/or instructions issued by the Organisation, e.g. to prevent the spread of COVID-19, may be barred from entering or participating in the INKOM or associated Events.
25. In situations not provided for by these house rules, the Organisation shall decide as it sees fit. In such cases, the Organisation's decision is binding.

#### Article 5 Alcohol policy

1. Participants and Visitors must comply with the Drinks and Catering Act during the INKOM. This means, among other things, that persons under the age of 18 may not consume alcohol or have alcohol in their possession. Participants are expected to be aware of the provisions of the Act.
2. Only those Participants wearing an 18+ INKOM wristband may order alcohol from the INKOM Catering Operations.
3. The consumption of alcoholic beverages is prohibited for Participants with an 18- INKOM wristband and Participants without an INKOM wristband.
4. Obtaining, pouring and/or providing alcohol to Participants with an 18- INKOM wristband and Participants without an INKOM wristband is prohibited.
5. Participants who violate this Alcohol Policy shall be barred from further participation in the INKOM and all associated Events, and shall not be entitled to a refund of the registration or entrance fee, either in full or in part.

#### Article 6 Changes to the programme

1. The INKOM programme is under express reservation. If the programme is changed, Participants shall not be entitled to compensation from the Organisation. Due to the COVID-19 situation, part of the INKOM programme shall be provided online. This means the INKOM can still partly go ahead even if physical Events are cancelled for the sake of Participant safety.
2. The Organisation has, at all times, the right to cancel the INKOM on the grounds of compelling or exceptional circumstances. Compelling or exceptional circumstances, in addition to situations of force majeure, include situations in which Participant safety is endangered. In that case, the Organisation shall, insofar as reasonably possible, move the

INKOM online or to another date or location, and the Participant's registration will be changed to this new date and/or location. Participants shall be immediately informed of this via the Organisation's website.

#### Article 7 Liability

1. Participants take part in the INKOM and associated Events at their own risk. The Organisation is not liable for any material or immaterial damage that Participants may suffer during their participation in the INKOM, unless this damage is the direct result of intent or recklessness on the part of the Organisation.
2. The Organisation is not liable for alleged indirect and/or consequential loss suffered by Participants. The Organisation is in no way liable for any costs incurred by Participants.
3. Participants who damage (property of) the Organisation and/or the INKOM/Event locations shall be liable for the resulting damages and costs.
4. Participants are responsible for arranging their own accident and liability insurance.
5. Participants indemnify the Organisation against any claims made by other Participants and/or third parties with respect to damage caused by an act or omission on the part of Participants.

#### Article 8 Force majeure

1. Force majeure refers to any circumstance that arises independent of the will or fault of the Organisation and/or any circumstance which cannot be attributed to the Organisation by law, agreements or general beliefs, due to which fulfilment of its obligations towards the Participant(s) is wholly or partially prevented or cannot reasonably be expected, irrespective of whether this circumstance was or could have been foreseen at the time of registration. These circumstances or events include, but are not limited to: war, fire, storm/hurricanes, floods, earthquakes, labour disputes, strikes, epidemics, pandemics, (stricter) measures imposed with respect to COVID-19, government rules and/or similar rules, embargoes and failure to fulfil obligations (or to do so in a timely manner) by suppliers, artists or other third parties.
2. The Organisation is never liable for damages suffered by Participants caused by force majeure.
3. If an Event is cancelled as a result of force majeure and/or goes ahead partially, at a different time and/or in a different way, Participants may request admission to a different/replacement Event or a (full or partial) refund of the registration and/or entrance fee.

#### Article 9 Property rights

1. Subject to the prior written permission of the Workgroup INKOM, any commercial use of the name and/or logo of the INKOM and/or the Organisation and/or the Events is strictly prohibited.

#### Article 10 Emergency contact person

1. The Organisation reserves the right at all times to inform the emergency contact person designated by the Participant if it deems this necessary, for example in the case of violation of the General Terms and Conditions or House Rules, accidents, hospital admissions and/or emergencies.

#### Article 11 Final provisions

1. Complaints and/or comments can be emailed to [inkom@maastrichtuniversity.nl](mailto:inkom@maastrichtuniversity.nl).
2. If one or more of these General Terms and Conditions is or is deemed to be void or voidable (in whole or in part) by the competent court, the other (parts of the) provisions shall remain in full force. In that case, the Organisation/the Workgroup INKOM shall adopt a new provision to replace the void/voided provision, taking into account the import of the void/voided provision as far as possible.
3. Deviations from these General Terms and Conditions are permissible only in the case of a written decision made and signed by the Organisation/the INKOM Working Group.
4. These General Terms and Conditions and all legal relationships and/or disputes that may exist or arise between the Workgroup INKOM and the Participant are exclusively governed by Dutch law.
5. In the event of disputes, parties shall first enter into dialogue and endeavour to resolve the dispute amicably. If the parties fail to resolve the dispute, it shall be settled exclusively by the competent court of the Limburg District Court.